

ESTTA Tracking number: **ESTTA364349**

Filing date: **08/20/2010**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91190169
Party	Plaintiff SUSINO UMBRELLA CO., LTD.
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Date	08/20/2010
Attachments	Opposer - Wang Declaration, Opp. 91190169.pdf (15 pages)(687097 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of App. Ser. No. 77/355,544)	
)	
Susino Umbrella Co., Ltd.,)	
)	
Opposer,)	
v.)	Opposition No. 91190169
)	
Susino USA, LLC,)	
)	
Applicant.)	

DECLARATION OF ANBANG WANG

I, Anbang Wang, declare as follows:

1. I am over 18 years of age. I reside in Fujian, China. I am President of Susino Umbrella Co., Ltd. ("Susino Umbrella"), the Opposer in the above-captioned proceeding. I was, and continue to be, the authorized representative of Susino Umbrella in this proceeding, and make this declaration on behalf of myself and Susino Umbrella.
2. I am fully competent to make this declaration, and I have personal knowledge of the facts stated in this declaration.
3. I am a Chinese citizen, and cannot read or understand English, and therefore must rely on third parties for the translation and interpretation of all English communications, including those related to business and legal matters.
4. I am not a lawyer, and am not familiar with the legal procedures of the United States Trademark Trial and Appeal Board ("Board").

5. To the best of my knowledge, information and belief, all of the facts stated in this declaration are true and correct.

Susino Umbrella Co., Ltd.

6. Susino Umbrella is a Chinese corporation having offices at Jin'ou Industrial Park, Dongshi Town, Jinjiang, FJ 362271 CHINA.
7. Susino Umbrella has been in the business of manufacturing, marketing and selling umbrellas and other products since 1995, when it was formerly known as Jinjiang Hengshun Umbrella Company, Ltd. ("Hengshun Umbrella"). On December 28, 2005, it registered its new name – Susino Umbrella – with the Fujian Bureau for the Industry and Commerce Administration ("Fujian Bureau"). The Fujian Bureau issued a certificate of registration acknowledging the new name on February 17, 2006.
8. Since 1995, Susino Umbrella has manufactured and exported more than 480 million umbrellas to over 100 countries around the world, including 20 million umbrellas to the U.S. In light of its global success, in September 2007, Susino Umbrella became a publicly-traded company in the ShenZhen Stock Exchange Market.
9. Susino Umbrella owns and uses the mark SUSINO, the same mark applied for by Susino USA LLC ("Susino USA") on December 19, 2007 (Serial No. 77/355544), the subject application in this proceeding ("Application").
10. Susino Umbrella first established rights to the SUSINO mark with its international registration for the SUSINO mark plus design and Chinese characters, which issued on March 26, 2004 (Int'l Registration No. 822244). (Exhibit 12.) Then, on March

26, 2004, Susino Umbrella further sought to secure rights to the SUSINO mark by filing a 66A application with the Board (Serial No. 79/001855) for the same SUSINO mark plus design and Chinese characters. (Exhibit 11.) Although that application was refused, and subsequently abandoned, due primarily to a purported likelihood of confusion with a registered mark depicting the same plum blossom design as found in Susino Umbrella's then-applied-for mark, Susino Umbrella did not thereafter abandon the SUSINO mark, it continued to hold its international registration that included the SUSINO mark, and it continues to use the SUSINO mark today to market its umbrellas and other goods.

Nadrich and Shyu Were Merely the U.S. Sales Agents for Susino Umbrella, and Had No Ownership In or Authority to Use The SUSINO Mark

11. In 2002, Todd Nadrich and Stephanie Shyu contacted Susino Umbrella to propose an arrangement in which Nadrich and Shyu would solicit wholesale customers in the U.S. for Susino Umbrella's umbrellas, and Susino Umbrella, as the Original Equipment Manufacturer ("OEM"), would manufacture and ship the umbrellas, branded with the wholesale customers' logos or other markings, directly to the wholesale customer. This arrangement continued through to the end of 2007.
12. During the time that Nadrich and Shyu were soliciting customers for Susino Umbrella's umbrellas, neither Nadrich nor Shyu represented to me or anyone else, to my knowledge, that either of them worked for or were otherwise associated with an entity called "Susino USA." Indeed, as discussed below, I was not aware of

“Susino USA” until after the Application was filed, and to my knowledge, Susino USA did not exist until about the time that the Application was filed.

13. To fulfill customers’ orders, Nadrich and Shyu would prepare purchase orders for the wholesale customer and email the purchase orders to Susino Umbrella’s sales manager, Jianzhang “Jorzon” Wang (“Jorzon”), and Carter Guan, who worked with Jorzon at the factory. Susino Umbrella would, in turn, manufacture the umbrellas per the specifications in the purchase order and ship the finished product directly to the wholesale customer. (Exhibit 6.)
14. At all times during this arrangement, Nadrich and Shyu acted only as the U.S. sales agents for Susino Umbrella, operating for the limited purpose of soliciting wholesale customers to purchase OEM umbrellas from Susino Umbrella.
15. I did learn from Jorzon, however, that, during a visit to our factory in China in 2003, Nadrich and Shyu had misrepresented themselves to a wholesale customer, who was also visiting the factory, as shareholders of the company, which was not true. Jorzon, who was present at the time, later told them that this was not appropriate and that they must not misrepresent themselves as such in the future.
16. By email dated June 13, 2007, Shyu presented Susino Umbrella with a proposed agreement as a means to “protect both of us” regarding “current OEM customers” only, and pursuant to which she would “obtain customers for the manufacturing contract of producing umbrellas with Susino companies.” The proposed agreement did not include any provision whatsoever regarding the use, ownership, assignment, transfer, licensing or any other grant of rights in the SUSINO mark to Shyu, Nadrich, Susino USA or any other person or entity. The agreement was limited in

scope to Shyu acting only as the U.S. sales agent to obtain customers for Susino Umbrella. Shortly after Shyu presented the proposed agreement, I authorized Jorzon to sign the agreement on behalf of Susino Umbrella, and Shyu signed the agreement as herself. (Exhibits 5 and 8 (executed agreement).)

17. In the June 13 email, Shyu also indicated that Nadrich planned to discuss a similar agency agreement with me at an upcoming Las Vegas trade show featuring exhibitions by a variety of merchandisers, a gift expo and a jewelry show, in August 2007. (Exhibits 5 and 9.)
18. During the Las Vegas trade show, Susino Umbrella secured a booth as an exhibitor and displayed its goods, including umbrellas, bearing the SUSINO mark. Nadrich, who was attending the trade show, visited Susino Umbrella's booth and thus had access to Susino Umbrella's products, brochures and other SUSINO-branded materials. Although Jorzon attended the trade show as a representative of Susino Umbrella, I did not attend. In any event, Jorzon did not discuss any type of agency agreement with Nadrich at the trade show, and neither I, Jorzon nor anyone else from Susino Umbrella entered into such an agreement with Nadrich during or after the trade show, including any agreement regarding the use, ownership, assignment, transfer, licensing or other grant of rights in the SUSINO mark.
19. At no time did Susino Umbrella execute any agreement, or make any agreement, implied or otherwise, regarding the use, ownership, assignment, transfer, license or other grant of rights in the SUSINO mark to Susino USA, Shyu or Nadrich.
20. By email dated December 15, 2007, Shyu claimed that she and Nadrich had lost customers and purported to be having quality problems with Susino Umbrella's

umbrellas. In that email, Shyu and Nadrich admitted that the SUSINO mark belonged to Susino Umbrella by declaring that someone “failed” to secure the SUSINO trademark for Susino Umbrella, and by demanding that Susino Umbrella pay “\$7.5m yuan” if Susino Umbrella wanted to purchase the mark “back” from them, even though Susino USA had not yet filed its application for SUSINO.

(Exhibit 10.)

21. The Application was not the first time that Nadrich attempted to misappropriate the SUSINO mark. In June 2007, and without Susino Umbrella’s knowledge or authorization, Nadrich had personally filed an application in his own name (Serial No. 77/215989) for the very same SUSINO mark and design that Susino Umbrella had previously applied for under its predecessor name (Hengshun Umbrella) in March 2004 (Serial No. 79/001855), and which Susino Umbrella had already secured by its international registration that issued in March 2004. (Exhibits 11 and 16.) Nadrich’s June 2007 application was especially disingenuous since Nadrich was expressing an interest in entering into an agency agreement with Susino Umbrella at the same time. (Exhibit 5.)

Susino Umbrella Files a Notice of Opposition Against Susino USA’s Application

22. On December 19, 2007, and without Susino Umbrella’s knowledge or authorization, Susino USA filed its Application. Susino Umbrella also did not authorize Nadrich to use the “Susino” name for his company, Susino USA.
23. In early 2008, I learned about the Application from Jorzon, who informed me in person that Nadrich had called Jorzon to tell him that he had just filed an

application for SUSINO. He did not mention to Jorzon that the Application was filed by "Susino USA." It was only after efforts began to prepare the opposition to the Application that I learned about the existence of Susino USA.

24. The designation SUSINO in the Application is identical to Susino Umbrella's prior use of the SUSINO mark – the usage claimed by Susino USA in its Application was for the sale of umbrellas made and marked SUSINO by Susino Umbrella. Indeed, the catalog specimen submitted by Susino USA with its Application to support its claim of use is actually Susino Umbrella's own catalog, and Nadrich, who submitted the specimen on behalf of Susino USA, knew that the catalog was not owned or created by Susino USA. In fact, the original specimen of use that was rejected by the examining attorney was also manufactured and owned by Susino Umbrella. Thus, whatever use Susino USA claimed in its Application was actually Susino Umbrella's own use.

25. Having no knowledge of Board procedure or U.S. trademark law, I, as the authorized representative of Susino Umbrella, contacted Xiamenshi Huliqin Jinxiang Lianhe Trademark Agency Co. ("Jinxiang"), a trademark agency located in Fujian, China, to handle the potential opposition. Jinxiang assured me that it was capable of representing Susino Umbrella in an opposition proceeding before the Board. At that time, I had no reason to believe that Jinxiang was not capable of handling an opposition against Susino USA's Application for SUSINO, and thus, authorized Jinxiang to file a notice of opposition against the Application.

26. However, without my knowledge or authorization, Jinxiang assigned the matter to the law firm Voson Intellectual Property Co., Ltd. ("Voson"), located in Beijing,

China. I was not aware that Voson was involved in the case until Jinxiang informed me of Voson's involvement after the Board ruled in favor of Susino USA.

27. Voson, in turn, solicited the assistance of a U.S. law firm, Vidas, Arrett & Steinkraus, PC, located in Eden Prairie, Minnesota. Again, I did not authorize Vidas to represent Susino Umbrella, and was not aware that Vidas was involved in the case until about five months after the opposition began, when Jinxiang informed me that Vidas was in fact involved in the case, and that Vidas was withdrawing from the case. Although Vidas claimed that it was withdrawing due to Susino Umbrella's non-payment of legal fees, despite purportedly communicating to Susino Umbrella in March 2009 estimates of the cost of an opposition, that communication was presumably made to Voson only, and was not conveyed to me or anyone else at Susino Umbrella until Jinxiang requested additional payment for legal fees from Susino Umbrella in October 2009. Prior to filing the notice of opposition, Jinxiang had informed me that the cost of an opposition would only be \$5,000. Having no knowledge or experience with Board proceedings, I had no reason to question Jinxiang's cost estimate of the opposition at that time.

28. Vidas also claimed that Susino Umbrella had signed a client agreement with Vidas. However, I had no knowledge of any client agreement with Vidas, and neither I nor anyone else at Susino Umbrella signed any such client agreement. I have been informed that, upon closer inspection of Vidas' client agreement, it appears that Voson had signed the client agreement, despite having no authorization to do so. As mentioned earlier, I did not know that Vidas was involved in the case until after it

withdrew, and did not know Vason was involved until after this proceeding had ended.

29. On May 13, 2009, a notice of opposition was filed against Susino USA's Application.

Susino USA Failed to Properly Serve its Discovery Requests and the Summary Judgment Motion on Susino Umbrella, Precluding Susino Umbrella any Opportunity to Respond

30. Following Vidas' withdrawal from the case, Jinxiang assured me that it was still capable of representing Susino Umbrella in this proceeding. Because the Board had not taken any adverse action against Susino Umbrella at that point, I continued to believe that Jinxiang was still competent to handle the case.
31. However, as it turned out, I received very little, if any, information, communication or counsel regarding this case from Vason (who I did not know was involved in the case) or Jinxiang, despite my diligent attempts to seek such information. Moreover, filings were made with the Board purportedly on behalf of Susino Umbrella, but without Susino Umbrella's authorization or knowledge.
32. For example, I have been informed that, soon after Vidas withdrew from the case, a document titled "Statement of Opposer Chooses to Represent Itself" was filed with the Board on November 29, 2009 ("Statement"). I have also been informed that the Statement bore my electronic signature as well as the e-mail address "meihuaumbrella@yahoo.com.cn." However, I did not authorize this statement to be made on behalf of Susino Umbrella, and did not have any knowledge of the Statement until after this proceeding had ended. Moreover, the e-mail address

provided in the Statement is an obsolete account, and to my knowledge, has not been used for at least 4 years.

33. I have been informed that a Change of Correspondence Address was filed with the Board on December 2, 2009, indicating that Susino Umbrella's contact information for this case would be:

Wang Anbang
President
Jin' ou Industrial Park, DongshiTown,
Jinjiang, FJ 362271
CHINA
meihuaumbrella@yahoo.com.cn

However, I did not authorize this Change of Correspondence Address to be made on behalf of Susino Umbrella, and did not have any knowledge of this filing until after the end of this proceeding. While the physical mailing address provided in the Change of Correspondence Address was in fact Susino Umbrella's correct mailing address, the e-mail address provided was the same obsolete e-mail address that was provided in the earlier Statement.

34. My lack of knowledge about the status of proceedings concerning the Application also was due to Susino USA's failure to properly serve its discovery requests or its summary judgment motion on Susino Umbrella. For example, I have been informed that on or about December 23, 2009, Susino USA purported to serve interrogatories and document requests on Susino Umbrella by sending its requests to me using Susino Umbrella's corporate address of record, except that Susino USA used the wrong postal code, 352771, not the correct postal code, 362271. Consequently, I did not receive either of these requests, and neither I nor anyone

else at Susino Umbrella knew about the requests until after this proceeding had ended. Had Susino Umbrella received these requests, Susino Umbrella would have provided an appropriate and timely response to Susino USA.

35. I have been informed that on or about January 11, 2010, Susino USA purported to serve a request for admissions on Susino Umbrella by sending its request to me using Susino Umbrella's corporate address of record, except that Susino USA again used the wrong postal code, 352771, not the correct postal code, 362271. Consequently, I did not receive this request for admissions, and neither I nor anyone else at Susino Umbrella knew about the request until after this proceeding had ended. Had Susino Umbrella received the request, Susino Umbrella would have provided an appropriate and timely response to Susino USA.

36. I have been informed that on or about January 11, 2010, Susino USA purported to e-mail a copy of its request for admissions to Susino Umbrella's email address "meihuaumbrella@yahoo.com.cn." However, as noted earlier, that e-mail address was submitted to the Board without authorization, and has not been used for at least 4 years. Thus, I did not receive a copy of the request via e-mail. Moreover, to my knowledge, no agreement was ever made with Susino USA to permit service of process via e-mail or other electronic transmission.

37. I have been informed that on or about March 12, 2010, Susino USA filed a motion for summary judgment with the Board and purported to serve the motion on me using Susino Umbrella's corporate address of record, except that Susino USA again used the wrong postal code, 352771, not the correct postal code, 362271.

Consequently, I did not receive the motion, and neither I nor anyone else at Susino Umbrella knew about the motion.

38. I have been informed that on or about March 12, 2010, Susino USA purported to e-mail its motion for summary judgment to Susino Umbrella's email address "meihuaumbrella@yahoo.com.cn." However, as noted earlier, that e-mail address was submitted to the Board without authorization, and has not been used for at least 4 years. Thus, I did not receive a copy of the motion via e-mail. Moreover, to my knowledge, no agreement was ever made with Susino USA to permit service of process via e-mail or other electronic transmission.

39. I did not know about the summary judgment motion until on or about July 9, 2010, when Jorzon forwarded me an email dated July 1, 2010 from Shyu telling Jorzon that Susino Umbrella "lose [sic] the trademark trial." (Exhibit 13.)

40. Although I did receive a copy of the Board's March 26 order suspending the case pending resolution of the motion for summary judgment (since the Board used the correct postal code 362271), because I could not read or understand English, I requested a translation of the order from Jinxiang. Jinxiang provided me with a Chinese translation of the Board's order, which, in English, read to mean:

"The written Response will not be acceptable any more, and now it is entered into the judgement [sic] stage."

41. Based on Jinxiang's translation, I was not aware that a summary judgment motion had been filed in the case, and was led to believe that no response or action by Susino Umbrella was required or necessary. Had I known about the summary judgment motion from the Board's order – or had Susino USA properly served its

motion on Susino Umbrella – Susino Umbrella would have filed an appropriate and timely response with the Board.

Susino Umbrella Learns for the First Time about the Summary Judgment Motion and the Board's Order Granting the Motion, Promptly Seeks New Counsel to File Motion for Relief

42. On or about July 9, 2010, Jorzon forwarded me a July 1, 2010 email from Shyu to Jorzon informing him that Susino Umbrella had lost the opposition. (Exhibit 13.) Soon after, I contacted Jinxiang to inquire about Shyu's email and the case. It was at this time that Jinxiang informed me for the first time that the Board had in fact ruled in favor of Susino USA. Jinxiang also informed me, for the first time, that Voson had been handling the case after Vidas' withdrawal. Prior to this, I was not aware that Voson was involved in this proceeding, and had not authorized them to represent Susino Umbrella in this proceeding.
43. Upon learning about the Board's decision and the facts and circumstances of the case that had heretofore been unknown to me, I immediately discharged Jinxiang as Susino Umbrella's counsel and hired new legal counsel, the Beijing LawConstant LLP ("Beijing LawConstant"), located in Beijing, China, to immediately seek relief from the Board's decision. With my authorization, Beijing LawConstant sought the counsel of Davis Wright Tremaine LLP, in Washington, D.C., who promptly prepared and filed a motion for relief on behalf of Susino Umbrella.
44. Since 1995, Susino Umbrella has used the name SUSINO for its umbrellas in over 100 countries worldwide, including the U.S., and intends to continue doing so. Susino USA's claimed use of the SUSINO mark fraudulently relies on Susino

Umbrella's own use of the mark on umbrellas and brochures, among other things, and on actions taken by Nadrich and Shyu as the U.S. sales agents for Susino Umbrella. With these facts now revealed, it is apparent that Susino USA is not entitled to registration of the SUSINO mark. It would be extremely inequitable and prejudicial to Susino Umbrella and the public if the Board decided not to set aside its summary judgment order and not permit Susino Umbrella to respond to Susino USA's summary judgment motion in order to defend its lawful rights to the SUSINO mark.


I declare, under penalty of perjury under the laws of the United States, that the foregoing was translated to me, and that to the best of my knowledge, information and belief, it is true and correct.

Executed on this 19 day of August, 2010, in Beijing, China.



Anbang Wang
President, Susino Umbrella Co., Ltd.

I, Rainy Liu, do hereby certify that I am competent in both the English and Chinese languages and that I have translated the foregoing declaration from the original English into the Chinese language to Mr. Anbang Wang, who has confirmed that he understands the contents of this declaration and believes it to be true and correct to the best of his knowledge, information and belief.



Rainy Liu